



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI
Chief Executive Officer

DATE: Wednesday, February 19, 2020
TIME: 10:00 a.m.
LOCATION: Kenneth Hahn Hall of Administration, Conf. Rm. 830

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:
APPROVE AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND EMORY UNIVERSITY FOR THE CARDIAC ARREST REGISTRY TO ENHANCE SURVIVAL (CARES) SYSTEM
Speaker(s): Christopher Anderson and Clayton Kazan (Fire)
 - B. Board Letter:
APPROVE A LICENSING AGREEMENT WITH SIKORSKY
Speaker(s): Christopher Anderson and Derek Alkonis (Fire)
3. **PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Briefing:
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
Speaker(s): Max Huntsman (OIG) (*Continued from 1/29/20*)
 - B. Board Briefing:
TRUTH ACT COMMUNITY FORUM
Speaker(s): Brendan Corbett (Sheriff)
 - C. Board Briefing:
ROSAS IMPLEMENTATION PLAN
Speaker(s): Bruce Chase and Sergio Aloma (Sheriff)
4. **PUBLIC COMMENT**
(2 minutes each speaker)

Wednesday, February 19, 2020

CLOSED SESSION:

CS-1 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Dana Camarillo v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. BC474290

Department: Sheriff

CS-2 CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Subdivision (a) of Government Code Section 54956.9)

Mirna Amaya, et al. v. County of Los Angeles, et al.

Los Angeles Superior Court Case No. BC656724

Department: Medical Examiner-Coroner

5. ADJOURNMENT

6. UPCOMING ITEMS:

- A.** Board Letter:
ACCEPT DONATION OF NALOXONE KITS FROM THE CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES
Speaker(s): Chris Kovac and Geradette E. Montoya (Sheriff)
- B.** Board Letter:
APPROVAL OF ACQUISITION OF MOTOROLA APX8000 PORTABLE RADIOS
Speaker(s): Christopher Anderson (Fire)



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

BOARD OF SUPERVISORS

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JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

March 4, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE AGREEMENT BETWEEN THE CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY AND EMORY UNIVERSITY FOR THE CARDIAC
ARREST REGISTRY TO ENHANCE SURVIVAL (CARES) SYSTEM
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to establish an agreement with Emory University, through its Woodruff Health Science Center (Contractor), to provide the District access and share data with the Cardiac Arrest Registry to Enhance Survival (CARE) system, which will allow the District access to hospital outcome data for cardiac arrest patients and nationwide benchmarking that will be invaluable to the quality improvement efforts of the District's EMS Bureau, at no cost to the District.

**IT IS RECOMMENDED THAT YOUR HONORABLE BOARD ACTING AS THE
GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF
LOS ANGELES COUNTY:**

1. Find that this agreement is exempt from the provision of the California Environmental Quality Act (CEQA).
2. Authorize the Fire Chief, or his designee, to execute the attached agreement between the District and Emory University (Attachment A) to provide access and share data with the CARES system.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK

INDUSTRY
INGLEWOOD
IRWINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

PARAMOUNT
PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMEAD
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

3. Authorize the Fire Chief, or his designee, to execute future amendments as needed, provided such amendments are approved as to form by County Counsel.
4. Delegate authority to the Fire Chief, or his designee, to execute similar agreements with other agencies for similar or substantially similar services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Emory University CARES registry is the primary cardiac arrest registry used by Emergency Medical Service (EMS) provider agencies across the country for many years. CARES is the only way to truly link hospital outcomes with EMS data and the only way to benchmark performance against like departments across the country. Furthermore, in collaboration with the County of Los Angeles Department of Health Services Emergency Medical Services Agency (LEMSA), the recommended actions will enable the District to submit data for cardiac arrest patients into a nationwide database. With the assistance of the LEMSA, this will allow the District to obtain hospital outcomes for cardiac arrest patients and benchmark these outcomes against other agencies in the region and across the country. This information is extremely valuable for quality improvement in cardiac arrest resuscitation.

These services require specialized work that cannot be performed by District personnel. The Contractor has the necessary experience and expertise to perform the services, and they are the primary cardiac arrest registry used by EMS provider agencies across the country.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

The agreement with between the District and Emory University is a no-cost agreement. Therefore, there is no fiscal impact to the District's budget.

There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This agreement provides that under the HIPAA Standards, Covered Entities, such as hospitals and emergency medical services provider may disclose, without individual authorization, Protected Health Information to Public Health Authorities, "authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations and public health interventions..." [45 CFR 164,512(b)(i)]; and under California Civil Code section

56.10 (c)(7), a provider of health care may disclose medical information to public agencies, clinical investigators conducting epidemiologic studies, health care research organizations, and accredited public or private nonprofit educational or health care institutions for bona fide research purposes. However, no information so disclosed shall be further disclosed by the recipient in a way that would disclose the identity of a patient or violate section 56.10.

The agreement has been approved as to form by both County Counsel.

ENVIRONMENTAL DOCUMENTATION

This agreement does not have a significant effect on the environment; therefore, this service is exempt from CEQA, pursuant to Section 15061 (b) (3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will allow the District access to hospital outcome data for cardiac arrest patients and nationwide benchmarking that will be invaluable to the quality improvement efforts of the District's EMS Bureau. Without this agreement, the District will have to continue performing quality improvement activities on these patients without being able to connect them to the ultimate outcome of the patient. Furthermore, the recommended actions will not result in a reduction of service, and there is no change in risk exposure to the County.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of the letter and attachment to the following office:

Executive Office, Business Operations
Attention: Zuleyda Reyes-Santana, Administrative Services Manager
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuleyda.Reyes@fire.lacounty.gov

The District's contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:ck

Enclosure

c: Chief Executive Officer
Executive Officer, Board of Supervisors
County Counsel

AGREEMENT FOR C.A.R.E.S. PARTICIPATION
BETWEEN
EMORY UNIVERSITY, THROUGH ITS WOODRUFF HEALTH SCIENCES CENTER
AND

This Agreement for C.A.R.E.S. Participation ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), between Emory University, through its Woodruff Health Sciences Center ("Emory") and Consolidated Fire Protection District ____ (hereafter "Data Contributor").

W I T N E S S E T H

WHEREAS, Emory has been authorized by the Centers for Disease Control and Prevention ("CDC") to conduct certain public health activities by acting as a Public Health Authority, as defined in 45 CFR 164.501, pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA) [45 CFR Parts 160 and 164];

WHEREAS, under the HIPAA Standards, Covered Entities, such as hospitals and emergency medical services provider may disclose, without individual authorization, Protected Health Information to Public Health Authorities, "authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations and public health interventions..." [45 CFR 164.512(b)(i)];

WHEREAS, under California Civil Code section 56.10 (c)(7), a provider of health care may disclose medical information to public agencies, clinical investigators conducting epidemiologic studies, health care research organizations, and accredited public or private nonprofit educational or health care institutions for bona fide research purposes. However, no information so disclosed shall be further disclosed by the recipient in a way that would disclose the identity of a patient or violate section 56.10.

WHEREAS, Emory has entered into a Memorandum of Understanding with the CDC to conduct the Cardiac Arrest Registry to Enhance Survival (CARES) Program ("Program"), which is authorized by sections 301(a) and 317(k)(2) of the Public Health Service Act;

WHEREAS, the purpose of CARES is to help local communities identify and track cases of cardiac arrest and identify opportunities for improvement in the treatment of out-of-hospital cardiac arrest ("OHCA");

WHEREAS, Data Contributor wishes to enter into an arrangement with Emory to assist Data Contributor with its quality assessment and improvement activities relating to OHCA events, and as part of the arrangement, will provide certain data regarding OHCA patients treated by Data Contributor;

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows.

Article 1. Preliminary Matters

- 1.1. Incorporation of Recitals
The above recital paragraphs are material to and incorporated into this Agreement as if fully restated in this paragraph.

Article 2. Definitions

- 2.1. Aggregated Registry Data
Aggregated Registry Data shall mean De-Identified Contributed Data when combined with De-Identified Contributed Data from other data contributors as set forth in Section 3.4.
- 2.2. Contributed Data

Contributed Data shall mean the data provided by Data Contributor to Emory pursuant to Sections 3.1, 3.1.1 or 3.3. Contributed Data may include PHI.

2.3. Covered Entity

Covered Entity shall have the same meaning as found at 45 CFR 160.103.

2.4. De-Identified Contributed Data

De-Identified Contributed Data shall mean Contributed Data which has been de-identified in accordance with the requirements of 45 CFR 164.514(b) as required by Section 3.4

2.5. Program

Program shall mean the Cardiac Arrest Registry to Enhance Survival (CARES) Program which is the subject of that certain Memorandum of Understanding between Emory and the Centers For Disease Control dated the 5th day of August, 2014.

2.6. Protected Health Information / PHI

Protected Health Information or PHI shall have the same meaning as found at 45 CFR 160.103.

Article 3. Contributed Data

Data Contributor agrees to participate in the Program and, as a participant, will provide certain data regarding OHCA patients to Emory for the purposes described in this Section (“Contributed Data”).

3.1. Hospitals

If Data Contributor is a hospital, the Contributed Data to be provided by Data Contributor will include the following essential data elements and may include the following supplemental elements for patients who suffered an OHCA event:

3.1.1. *Essential Data Elements*

- (1) Emergency department outcome;
- (2) Hospital outcome;
- (3) Disposition from hospital;
- (4) Hypothermia treatment if provided;
- (5) Neurological outcome at discharge from hospital;

3.1.2. *Supplemental Data Elements*

- (1) Was the final diagnosis acute myocardial infarction;
- (2) Was a coronary angiography performed;
- (3) Date and time of coronary angiography performed;
- (4) Was a cardiac stent placed;
- (5) Was a CABG performed;
- (6) Was an ICD placed and/or scheduled;
- (7) Additional Hypothermia module treatment fields;

3.2. Emergency Medical Services Agency

If Data Contributor is a provider of emergency medical services, the Contributed Data to be provided by Data Contributor will include the following essential data elements and may include the following supplemental elements for patients who suffered an OHCA event:

3.2.1. *Essential Data Elements:*

- (1) Address of Cardiac Arrest (town/city, State and zip code only);
- (2) Name, Age, Date of Birth, Gender, Race/Ethnicity of patient;
- (3) EMS Agency ID;
- (4) Date of Cardiac Arrest;
- (5) Call Number (and Booklet Number, where applicable);
- (6) ID of First Responder(s) Involved in Incident;
- (7) ID of Destination Hospital;
- (8) Witnessed Status of Arrest & Whether Arrest was Witnessed Prior to or

- (9) After the Arrival of EMS;
Presumed Etiology of Arrest;

- (10) Indication of whether Resuscitation of Arrest was Initiated;
- (11) Generalized Identity of Who Initiated CPR (no names);
- (12) Type of Bystander CPR provided;
- (13) Whether Dispatcher CPR instructions were provided;
- (14) If an AED was Applied prior to EMS Arrival and Who First Applied the AED (no names, generalized ID);
- (15) Who First Defibrillated the Patient (no names, generalized ID);
- (16) First Arrest Rhythm of the Patient;
- (17) Whether ROSC was Sustained in the Pre-hospital setting;
- (18) Was Hypothermia care provided in the field; and
- (19) Knowledge of the End of the Event, if known.

3.2.2. *Supplemental Data Elements:*

- (1) Medical History;
- (2) Whether a 911 responder performed CPR;
- (3) Whether Return of Spontaneous Circulation (ROSC) Occurred in the Pre-hospital Setting;
- (4) EMS Interventions Including: Mechanical CPR device, Automated CPR feedback device and/or ITD used, Vascular Access, Drugs Administered, 12 Lead, and STEMI; and
- (5) Time Response Intervals.

3.3. Computer Aided Dispatch

If Data Contributor is a provider of Computer Aided Dispatch services, the Contributed Data to be provided by Data Contributor will include the following emergency medical services measures for patients who suffered an OHCA event:

- (1) Time call received at dispatch center
- (2) Time First Responder dispatched
- (3) Time of First Responder en route
- (4) Time Ambulance dispatched
- (5) Time for Ambulance en route
- (6) Time First Responder arrived at scene
- (7) Time Ambulance arrived at scene
- (8) Time EMS arrived at patient side
- (9) Time Ambulance left scene
- (10) Time Ambulance arrived at ED
- (11) Whether NO First Responder dispatched

3.4. De-Identification

Emory shall de-identify the Contributed Data provided by Data Contributor in accordance with the requirements of 45 CFR 164.514(b) (“De-Identified Contributed Data”) and shall aggregate such de-identified data with the data contributed by the other data contributors in the Program (“Aggregated Registry Data”). Emory shall take reasonable steps to insure that the Contributed Data provided by Data Contributor is no longer recoverable in an identifiable format after de-identification.

3.5. Use of Contributed Data and De-Identified Contributed Data

Contributed Data may be used solely for the purposes of creating the De-Identified Contributed Data as provided in Section 3.4.

3.6. Use of De-Identified Contributed Data and Aggregated Registry Data

Emory may use or disclose De-Identified Contributed Data and the Aggregated Registry Data as follows:

- 3.6.1. *The Program*
Emory will have the right to use and disclose the Aggregated Registry Data for public health activities and purposes in connection with the Program, including benchmarking and quality improvement activities of the Program. Emory shall share the Aggregated Registry Data in a way that will not separately identify Data Contributor or its Contributed Data.
- 3.6.2. *Data Contributor*
Emory shall provide Data Contributor with access to the Program software in order to generate benchmarking reports based on its Contributed Data. Data Contributor will also have access to data supplied by other data contributors but only for OHCA patients which they have in common, and/or Aggregated Registry Data.
- 3.6.3. *Other Participants*
Emory will have the right to use and disclose the Aggregated Registry Data for public health activities and purposes of Data Contributor and other data contributors participating in the Program. Emory shall share the Aggregated Registry Data in a way that will not separately identify Data Contributor or its Contributed Data.
- 3.6.4. *Use for Research Purposes*
The parties agree that Emory may, from time to time, allow researchers unaffiliated with Emory (“Researchers”) to apply to use, for research purposes, the Aggregated Registry Data. Any such release of Aggregated Registry Data to Researchers shall be subject to prior review and approval by the CARES Data Sharing Committee. Any research reports or publications shall not separately identify Data Contributor or its Contributed Data.
- 3.6.5. *With Approval*
Except as otherwise stated in this Agreement, Emory may only disclose the De-Identified Contributed Data to individuals or entities selected by Data Contributor with Data Contributor’s prior written authorization.
- 3.7. Protection of Contributed Data
- 3.7.1. *Uses and Disclosures of Contributed Data*
Emory will not, and shall ensure that its directors, officers, employees, and agents do not, use or further disclose Contributed Data received from Data Contributor other than as permitted or required by this Agreement or as may otherwise be required by law applicable to Emory.
- 3.7.2. *Required Safeguards To Protect Contributed Data*
Emory agrees to use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic Contributed Data in accordance with 45 CFR Sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies And Procedures And Documentation Requirements).
- 3.7.3. *Mitigation*
Emory, at its sole expense, agrees to mitigate, to the extent practicable, any harmful effect that is known to Emory of a use or disclosure of Contributed Data by Emory in violation of the requirements of this Agreement.
- 3.7.4. *Ownership of Contributed Data*
Under no circumstances shall Emory be deemed in any respect to be the owner of any Contributed Data used or disclosed by or to Emory pursuant to the terms of this Agreement. Emory acknowledges that all rights, title, and interest in and to any Contributed Data furnished to Emory rests solely and exclusively with the Data Contributor.

- 3.7.5. *Reporting of Improper Use and Disclosures of Contributed Data*
Emory will report to Data Contributor, as soon as reasonably practical, any use or disclosure of Contributed Data not provided for by this Agreement of which Emory becomes aware.
- 3.7.6. *Reporting of Breaches of Unsecured Contributed Data*
Emory shall report to Data Contributor, as soon as reasonably practical, a breach of Unsecured Contributed Data, of which it reasonably becomes aware. For purposes of this Section Unsecured Contributed Data shall mean Contributed Data that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance issued by the Secretary of Health and Human Services, as modified from time to time, specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of HITECH, in accordance with Section 13402(b) of HITECH.
- 3.7.7. *Agreements with Third Parties*
Emory will ensure that any agent or subcontractor to whom Emory provides Contributed Data created by, received from, maintained for or transmitted to Emory on behalf of Data Contributor agrees to the same restrictions, terms, conditions, and requirements that apply to Emory with respect to such information, including without limitation compliance with terms of this agreement, HIPAA standards, California Confidentiality of Medical Information Act, California Civil Code and any and all California and federal privacy laws.
- 3.7.8. *Creation of Contractual Liability*
While the parties have contractually adopted portions of HIPAA for purposes of defining privacy and security obligations of Emory under this Agreement, the parties specifically disclaim an intent or agreement to become subject to regulatory oversight and liability as applicable to Covered Entities and Business Associates under HIPAA or to define Contributed Data in any manner that would make it Protected Health Information under HIPAA.
- 3.7.9. *Auditing Standards*
Emory represents and warrants that the data center wherein the Contributed Data is received and housed has undergone, and will yearly undergo during the term of this Agreement, an (i) SSAE-16 Type 2 audit demonstrating the accuracy of the controls and the implementation and effectiveness of the controls over the preceding twelve (12) months; and (ii) a SOC2 Type 2 audit demonstrating the effectiveness of the security, availability, processing integrity, confidentiality and privacy controls of the data center.

Article 4. Fees

NOTE: This section ONLY applies in the following circumstances:

1. Data Contributor is an Emergency Medical Services Agency
AND
2. There is no State Coordinator in the State in which Data Contributor operates.

In order to determine whether a State Coordinator exists in your state, please consult:

<http://mycares.net/>

If Data Contributor desires to act as the State Coordinator, please contact:

CARES Program
Emory University
Woodruff Health Sciences Center
Mailstop 1599/001/1BQ
1599 Clifton Road NE
Atlanta, Georgia 30322
Attention: Allison Crouch, MBA, MPH

4.1. Data Contributor Fees

This section does not apply and is intentionally left blank.

4.2. Loss of State Coordinator

Should any entity that is acting as a State Coordinator terminate their status as a State Coordinator and not be replaced during the calendar year, then and in that event Data Contributor shall owe the Data Contributor Fee for the following calendar year.

4.3. Change in Data Contributor Fees

Changes in the amount or frequency of the Data Contributor Fee will not be made more often than yearly and will become effective following at least sixty (60) days prior notice to Data Contributor. Any such changes shall not exceed the greater of three percent (3%) or the increase of the Consumer Price Index – All Urban Consumers (CPI-U).

4.4. Payment- Intentionally Omitted

4.5. Late Charges

Data Contributor Fees not paid to Emory within fifteen (15) days following notice of late payment are subject to a late charge of five percent (5%) of the amount owed and interest thereafter at the rate of one and one-half percent (1½%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower.

4.6. Suspension of Service

Failure to pay Data Contributor Fees within thirty (30) days following the written notice under Section 4.5 may result in suspension or termination of the State Coordinator's access to the Aggregate Registry Data.

4.7. Taxes

All Data Contributor Fees shall be exclusive of federal, state, municipal, or other government excise, sales, use, occupational, or similar taxes existing as of the date of this Agreement or

enacted in the future. A Data Contributor shall pay any tax that Emory may be required to collect or pay, now or at any time in the future, and that are imposed upon the delivery of the services under this Agreement.

Article 5. Term And Termination

5.1. Term

The time of performance of this Agreement shall be for a one (1) year period, commencing upon the date of the last signing party, unless sooner terminated or extended as provided. The Agreement may be extended for additional one (1) year periods, if mutually agreed upon by the parties, unless terminated in accordance with this Section.

5.2. Termination Without Cause

Emory and Data Contributor each will have the right to terminate this Agreement without cause for any reason at any time upon providing no less than thirty (30) days' advance written notice to the non-terminating Party. Termination will be effective upon the date stated in the notice of termination.

5.3. Termination for Breach

Either party shall have the right to terminate this Agreement upon breach by the other party of any material term of this Agreement, provided the breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party and the non-breaching party has not given written authorization for a longer time to cure such breach.

5.4. Effect of Termination

Emory shall retain the right to maintain all De-Identified Contributed Data and its incorporation into Aggregated Registry Data contributed prior to the date of termination and make such uses and disclosures of the Aggregated Registry Data (including the De-Identified Contributed Data of Data Contributed as incorporated therein) for those permitted purposes under this Agreement. Upon termination of this Agreement, Emory shall promptly return or destroy, except to the extent infeasible, all Contributed Data to Data Contributor. To the extent determined that the return or destruction is infeasible and Emory maintains any Contributed Data from Data Contributor, the terms and provisions of this Agreement that protect Contributed Data shall survive termination of this Agreement and Emory shall limit further uses and disclosures of such Contributed Data to only those purposes that make return or destruction of Contributed Data infeasible..

Article 6. Miscellaneous

6.1. Governing Law

This Subscription Agreement, and any claim, action, suit, proceeding or dispute arising out of or in connection with this Subscription Agreement, shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of Georgia and California, without regard to the conflicts of laws provision thereof. .

6.2. Notices

All notices or other writings required under this Agreement shall be considered as having been provided when sent by U.S. mail, first class, postage-prepaid or by certified mail, to the Parties at the following addresses:

Remainder of Page Intentionally Left Blank

Data Contributor:

Emory:

CARES Program
Emory University
Woodruff Health Sciences Center
Mailstop 1599/001/1BQ
1599 Clifton Road NE
Atlanta, Georgia 30322
Attention: Allison Crouch, MBA, MPH

If either Party seeks to change where notices shall be sent, the Party desiring this change must provide the other Party with seven (7) days advance written notice of such change.

6.3. Independent Contractor Status

The Parties' relationship will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Neither Party is an agent of the other Party and is not authorized to make any representation, contract or commitment on behalf of the other Party.

6.4. Third Party Beneficiaries

The Parties agree that they have not entered into this Agreement for the benefit of any third person(s) or entity, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

6.5. Publication

Data Contributor agrees that Emory may use Data Contributor's name along with a list of other Program participants on Emory's website and other materials listing Program participants. Any other press release, advertising, or other promotional written or oral statements to the public in connection with or alluding to the Program or the relationship between the parties created by this Agreement that has or contains any reference to Data Contributor, or the name of any member of Data Contributor's staff, is prohibited without Data Contributor's prior written approval.

6.6. Indemnification

Emory agrees to indemnify, defend and hold harmless the Data Contributor, and its Respective officers, employees and agents, against any loss, claim, damage or liability (including attorney's fees) ("Claim") arising out of the performance of this Agreement but only to and to the extent that such Claim is caused by or the result of the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents or the failure of the indemnifying party or its officers, employees or agents to comply with this Agreement or applicable laws, rules and regulations.

6.7. Severability

The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. No failure to exercise any right or demand performance of any obligation under the Agreement shall be deemed a waiver of such right or obligation.

6.8. Assignment

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their successors and permitted assigns, provided, however, this Agreement may not be assigned by either party without the prior written approval of the other party.

6.9. Amendment

Any amendment to this Agreement must be in writing and signed by each party.

6.10. Waiver

No provision of this Agreement may be waived except by an agreement in writing signed by the parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision.

6.11. Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties electronically or by facsimile and such electronic or facsimile execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions, or electronic or facsimile executions, or a combination thereof, shall be construed together and shall constitute one and the same Agreement.

6.12. Authority

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties. The undersigned further represent that they are duly authorized to execute this document on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of that Commencement Date first above written.

Emory University, Through Its
Woodruff Health Sciences Center

Data Contributor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401
www.fire.lacounty.gov

"Proud Protectors of Life, Property, and the Environment"

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

BOARD OF SUPERVISORS

HILDA L. SOLIS
FIRST DISTRICT

MARK RIDLEY-THOMAS
SECOND DISTRICT

SHEILA KUEHL
THIRD DISTRICT

JANICE HAHN
FOURTH DISTRICT

KATHRYN BARGER
FIFTH DISTRICT

March 4, 2020

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE A LICENSING AGREEMENT WITH SIKORSKY (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting Board of Supervisors' (Board) approval to enter into a five-year exchange of services agreement (Agreement) with Sikorsky. The purpose of this agreement is to grant Sikorsky permission to use the District's seals and logos, which may include, photographs, videos, and images of its Firehawks. In exchange, Sikorsky will fund two Sikorsky Seahawk Comfort Seats for one of the District's Firehawks, as well as provide any photographs, videos, and images of the District's Firehawks for mutual benefit.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY AND THE BOARD OF SUPERVISORS:

1. Find that this agreement is exempt from the provision of the California Environmental Quality Act (CEQA).
2. Authorize the Fire Chief, or his designee, to sign the attached Agreement between the District and Sikorsky to allow the use of the District's copyrighted seals and logos, which may include, photographs, videos, images, and marketing materials for the mutual benefit of both parties, and in exchange Sikorsky will fund two Sikorsky Seahawk Comfort Seats for one of the District's Firehawks.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS
ARTESIA
AZUSA
BALDWIN PARK
BELL
BELL GARDENS
BELLFLOWER
BRADBURY

CALABASAS
CARSON
CERRITOS
CLAREMONT
COMMERCE
COVINA
CUDAHY
DIAMOND BAR
DUARTE

EL MONTE
GARDENA
GLEN DORA
HAWAIIAN GARDENS
HAWTHORNE
HERMOSA BEACH
HIDDEN HILLS
HUNTINGTON PARK

INDUSTRY
INGLEWOOD
IRVINDALE
LA CANADA-FLINTRIDGE
LA HABRA
LA MIRADA
LA PUENTE
LAKEWOOD
LANCASTER

LAWDALE
LOMITA
LYNWOOD
MALIBU
MAYWOOD
NORWALK
PALMDALE
PALOS VERDES ESTATES

PARAMOUNT
PICO RIVERA
POMONA
RANCHO PALOS VERDES
ROLLING HILLS
ROLLING HILLS ESTATES
ROSEMead
SAN DIMAS
SANTA CLARITA

SIGNAL HILL
SOUTH EL MONTE
SOUTH GATE
TEMPLE CITY
WALNUT
WEST HOLLYWOOD
WESTLAKE VILLAGE
WHITTIER

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The District owns all intellectual property rights in its seal and logos, as well as certain photographs, videos, and images that feature the District's Firehawk aircraft (District Firehawk Works), and has exclusive right to license others to produce, copy, make, or sell the District Firehawk Works. The District wishes to grant Sikorsky a license authorizing the use of the District Firehawk Works. In exchange, Sikorsky has agreed to fund two Sikorsky Seahawk Comfort Seats for one of our aircraft valued at approximately \$270,000. Additionally, Sikorsky will provide the District access to any existing and future photographs, videos, and marketing materials valued at approximately \$177,828.

This will go far in educating the general public on the District's aviation capabilities during wildfires and daily operations, while increasing awareness of the various career opportunities within the Air Operations Division. We look forward to continuing to grow a workforce that represents the communities we serve and the marketing material will allow us to further develop programs and successful recruitment efforts resulting in increased diversity within in our applicant pools.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing and leveraging resources, and holding ourselves accountable.

FISCAL IMPACT/FINANCING

This agreement will save the District approximately \$177,828 in marketing material for its Firehawks, which the District would otherwise incur as it plans to showcase its air and wildland operations. Additionally, Sikorsky has agreed to fund two Sikorsky Seahawk Comfort Seats for one our aircraft valued at approximately \$270,000.

There is no impact to net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Approval of the recommended actions will enable the District to obtain two Sikorsky Seahawk Comfort Seats, at no cost to the District, as well as no cost marketing material, including photographs, videos, and editing rights. The attached agreement has been approved as to form by County Counsel.

The District has become the gold standard for other fire departments and we see this as an opportunity to further promote the District and the Firehawk.

ENVIRONMENTAL DOCUMENTATION

This agreement will not have a significant effect on the environment; therefore, it is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15061 (b)(3) of the CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services.

CONCLUSION

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return a copy of the adopted stamped Board Letter to the following:

Consolidated Fire Protection District of Los Angeles County
Executive Office – Business Operations
Attention: Zuleyda Santana, Administrative Services Manager II
1320 North Eastern Avenue
Los Angeles, CA 90063
Zuledya.Santana@fire.lacounty.gov

The District contact may be reached at (323) 881-6173.

Respectfully submitted,

DARYL L. OSBY, FIRE CHIEF

DLO:zs

Enclosures

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel

LICENSE AGREEMENT BY AND BETWEEN SIKORSKY AIRCRAFT CORPORATION AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

THIS AGREEMENT is made and entered into by and between the Consolidated Fire Protection District of Los Angeles (hereinafter referred to as the "District" and Sikorsky Aircraft Corporation ("Sikorsky"). Ther District and Sikorsky are hereinafter collectively referred to as the "Parties."

WHEREAS, the District owns all intellectual property rights in its seal and logo ("District Logo") and to certain photographs, videos, images and the like featuring the LA County FIREHAWK® aircraft and the District Logo (the "District FIREHAWK Works"), and has the exclusive right to license others to produce, copy, make, or sell the District FIREHAWK Works;

WHEREAS, Sikorsky owns all intellectual property rights in and to certain photographs, videos, images and the like featuring the LA County FIREHAWK® aircraft (the "Sikorsky FIREHAWK Works"), and has the exclusive right to license others to produce, copy, make, or sell the Sikorsky FIREHAWK Works;

WHEREAS, Sikorsky desires to obtain, and the District has agreed to grant, a license authorizing the use of the District FIREHAWK Works by Sikorsky in accordance with the terms and conditions of this Agreement;

WHEREAS, the District desires to obtain, and Sikorsky has agreed to grant, a license authorizing the use of the Sikorsky FIREHAWK Works by the District in accordance with the terms and conditions of this Agreement;

WHEREAS, the District recognizes by granting Sikorsky permission to use the District FIREHAWK Works, multiple benefits to the County will be received, including, but not limited to, positive press, exposure and brand recognition for the County and it will allow the District to receive first class advertising and marketing materials from Sikorsky, showcasing the District Air Operations.

WHEREAS, Sikorsky and the District recognize the Sikorsky FIREHAWK Works, can be used by the District to improve their in house training content for increased crew mission training and product information learning, which will result in a significant savings to the District, as outlined below;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, as set forth herein, the District and Sikorsky agree as follows:

1. COPYRIGHT LICENSES

- a. In exchange for the District's permission and authorization to Sikorsky for use of the District FIREHAWK Works and the District's future support in obtaining such District FIREHAWK Works for a period of five years with

LICENSE AGREEMENT BY AND BETWEEN SIKORSKY AIRCRAFT CORPORATION AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

options to extend, at no charge to the District, the Parties agree to the following:

- i. Sikorsky will provide (2 ship sets) of the Sikorsky Seahawk Comfort Seats, at a 2019 market price of \$270,000. The seats will be provided no later than May 30, 2020. The District will exchange these with the existing military installed seats, which shall be returned to Sikorsky. Return shipping will be the responsibility of the District.
 - ii. Sikorsky will provide use of existing Sikorsky FIREHAWK Works which are in video format, currently valued at \$117,828.
 - iii. Sikorsky will provide access and use of all future Sikorsky FIREHAWK Works created in video and 360 video format: valued at \$30,000 per video
 - iv. Sikorsky will provide access and use to all Sikorsky FIREHAWK Works in image and photograph format: This equates to a range of \$5K to \$30K per photo shoot, depending on content (ground vs air to air).
 - v. If required, Sikorsky will assist in providing video and image support to the District personnel for the "Sikorsky Events" as outlined in this exchange of services agreement: valued at \$1400 per event.
- b. The District hereby grants Sikorsky a royalty-free, perpetual, worldwide, revocable license to use, produce, reproduce, distribute, communicate to the public and broadcast, during the period of this Agreement, the District Firehawk Works in connection with the advertising, promotion, marketing, sale, distribution and other exploitation of the FIREHAWK® aircraft. Sikorsky acknowledges that District owns all right and title to the District Logo and will comply with subsection (f) below. The District grants Sikorsky the right to display the District Logo on signage at Sikorsky's events and conferences, which display will be subject to all federal, state and local laws.
- c. Sikorsky hereby grants to the District, a royalty-free, perpetual, worldwide, revocable license to use, produce, reproduce, distribute, communicate to the public, and broadcast the film, video or still photograph(s) identified as the Sikorsky FIREHAWK Works in connection with the production, advertising, promotion, marketing, and other exploitation of the District's FIREHAWK® aircraft, provided that such license is exercised in a manner that is not derogatory to Sikorsky or its products. Sikorsky provides the foregoing license solely to the extent of any rights Sikorsky may have in the Sikorsky FIREHAWK Works. Sikorsky disclaims all representations or warranties relating to the Sikorsky FIREHAWK Works whether express, implied, statutory or otherwise and shall have no responsibility for any use

LICENSE AGREEMENT BY AND BETWEEN SIKORSKY AIRCRAFT CORPORATION AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

of the Sikorsky FIREHAWK Works by the District. All rights not expressly granted by Sikorsky herein are reserved.

- d. Provided that the District is not in breach or default of this Agreement, Sikorsky agrees to give the District the right to view the Sikorsky FIREHAWK Works that contain contributions from the District FIREHAWK Works and/or the District's officers and employees as incorporated in the fine cut of the Sikorsky FIREHAWK Works in order to give the District a reasonable opportunity to comment on any matters of (i) factual inaccuracy, (ii) confidentiality, and/or (iii) appropriate use of the District FIREHAWK Works, such comments to be received by Sikorsky within five (5) business days of the District's receipt of the rough cut of the Sikorsky FIREHAWK Works. Sikorsky and District will use good faith efforts to resolve any such objection prior to public exhibition of the content.
- e. Sikorsky agrees that it will not cause or permit the District Logo or District Firehawk Works to be used or exploited in any manner contrary to public morals, or which violates prevailing standards of good taste, or reflect unfavorably upon the good name, good will, reputation and image in whole or in part, of District and County of Los Angeles. Sikorsky also agrees it will not capture or display any photographs, videos or images of patients or individuals receiving medical care from the District, or images that violate California State or federal confidentiality and medical privacy laws.
- f. Sikorsky agrees not to manufacture any promotional article(s) using the District Logo ("Premium") unless prior written approval has been obtained from District, which approval may be granted at the sole and absolute discretion of the Fire Chief.
- g. If Sikorsky desires to manufacture any Premium, a separate licensing agreement shall be negotiated between Sikorsky and District.
- h. During access and/or while on County property, Sikorsky personnel will be responsible to sign liability release forms as required by the District, State and federal privacy laws. As required for compliance with personnel privacy rights as mandated by state and federal privacy laws of the individual, the District will allow District personnel to sign personal releases whereby individuals, if they are featured in the materials, grant Sikorsky permission to use their likenesses.

LICENSE AGREEMENT BY AND BETWEEN SIKORSKY AIRCRAFT CORPORATION AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

2. EFFECTIVE DATE

This Agreement shall be effective upon the date of execution by all Parties and shall remain in effect for five (5) years from mutual execution of this Agreement ("Term"). Parties shall have two (2) options to extend the Term for an additional period of one (1) year each, subject to mutual written agreement, for a maximum of seven (7) years. Sikorsky shall notify the District when this Agreement is within six (6) months of the expiration of the term as provided for hereinabove. If the parties wish to continue the terms of this Agreement beyond the maximum seven years, the parties will negotiate to enter into another amendment or separate agreement.

3. TERMINATION

The District and Sikorsky may terminate this Agreement if it determines that the other party has violated a material term of this Agreement. The Agreement may be terminated immediately or, by giving the alleged breaching party a period of up to thirty (30) days to cure the violation or breach.

4. GENERAL PROVISIONS

a. This Agreement does not contain all the agreements hereto with respect to this matter. No provision of this Agreement may be amended except by an agreement in writing signed by the Parties hereto. This Agreement shall not be effective or binding for any party until fully executed by both Parties hereto.

b. Interpretation – No provision of this Agreement is to be interpreted for or against either party because that party drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

c. Waiver – Failure or inability of any party to enforce any right hereunder shall not waive any right to enforce said right in the future.

d. Notices – All notices under this Agreement shall be made to the following:

District:

Assistant Fire Chief Derek Alkonis
12605 Osborne St.
Pacoima, CA 91331
Phone: 818-890-5780
Email: derek.alkonis@fire.lacounty.gov

LICENSE AGREEMENT BY AND BETWEEN SIKORSKY AIRCRAFT CORPORATION AND THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY

Sikorsky:

Jeanette L. Eaton
Regional Vice President, U.S. & Canada
6 Corporate Drive
Shelton, CT 06484
Mail Stop: R208A
Phone: 203-450-2946
Email: Jeanette.L.Eaton@lmco.com

5. **INDEMNITY**

Sikorsky shall indemnify, defend, and hold harmless, the District, County of Los Angeles, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), in any manner arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by each party's authorized representative.

SIKORSKY AIRCRAFT CORPORATION

**CONSOLIDATED FIRE PROTECTION
DISTRICT OF LOS ANGELES COUNTY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Jenny Tam
Senior Deputy County Counsel



TRUTH Act Forum

March 4, 2020



Los Angeles County
Sheriff's Department

Sheriff's Message



"The mission of the Los Angeles County Sheriff's Department is to protect ALL County residents even if they are undocumented immigrants. Witnesses and victims should not be afraid to report crime because they fear deportation. We have a responsibility to respect due process rights for all and to protect our neighbors. Undocumented immigrants are entitled to feel safe in the community --- in schools, hospitals, courthouses, libraries, and even jails."



Los Angeles County
Sheriff's Department

2019 Transfer Statistics

	Total
Detainers Received	4,181
Individuals Released from IRC/CRDF/Courts ¹	110,136
Individuals Released With a Detainer Request who Were Not Qualified for Transfer ²	2,887
Individuals Released With a Detainer Request who Were Qualified for Transfer but did not go to ICE ³	708
Total Transfers to ICE	457

Data was generated by IRC Records on 1/14/2020

1 – Includes only releases of individuals who went through intake processing at IRC or CRDF

2 – Individual had an ICE detainer but did not qualify for transfer to ICE pursuant to Department policy and/or CA Government Code §7282.5

3 – Individual had an ICE detainer and was qualified for transfer to ICE pursuant to Department policy and CA Government Code §7282.5 but did not go to ICE



Los Angeles County

Sheriff's Department

2019 Transfer Demographics

Country of Origin	Number of Transfers
Mexico	288
El Salvador	56
Guatemala	27
Honduras	17
Cuba	11
Armenia	9
Iran	6
Vietnam	6
Chile	3
China	3
Ethiopia	3
Philippines	3
Russia	3
Pakistan	2
Thailand	2
Argentina, Belize, Benin, Brazil, Cambodia, Canada, Egypt, India, Jamaica, Jordan, Kenya, Laos, Lebanon, Liberia, South Korean, Spain, Turkey, Ukraine	1*

Data was generated by IRC Records on 1/14/2020

* - Indicates the number of transfers for each listed Country of Origin



Los Angeles County
Sheriff's Department

2019 Compared To 2018

- Transfers to ICE were down 52%¹
- Transfers for misdemeanors were down 68%²
- Detainers received were down 20%³

1 – 945 vs. 457

2 – 219 vs. 71

3 – 5233 vs. 4181



Possible Factors Influencing Reductions

- Increased diversion through conditional releases and the Office of Diversion and Recovery
- Gonzalez v ICE lawsuit (November 2019)
- First full year following Sheriff Villanueva's directive to remove ICE agents
- First full year following Sheriff Villanueva's revisions to the misdemeanor transfer rules



Los Angeles County **Sheriff's Department**



Rosas, et al. v. Los Angeles County Sheriff

Rosas Implementation Plan
Department's Compliance

Sheriff Alex Villanueva



Los Angeles County Jails



Discussion Points

- Implementation Plan
- Status of Compliance
- Training on Use of Force Policy
- Use of Force Statistics and Trends
- Department Use of Force Policy Violations
- Inmate Grievances



Los Angeles County Jails

Rosas, et al. v. Sheriff Alex Villanueva

- Rosas is a federal class action lawsuit alleging a pattern of excessive use of force in the Downtown jail facilities (Men's Central Jail, Twin Towers Correctional Facility, and the Inmate Reception Center).
- The Settlement Agreement was initially approved by the Court on April 21, 2015. The Department began assessing compliance with the Rosas Agreement effective July 2018, after the establishment of the revised Compliance Measures (May 2018).
- Provisions are grouped in 7 Categories:
Administrative Provisions, Use of Force Provisions, Training, Force Reporting and Force Investigations, Grievances, Restraint Provisions, and Early Warning System (104 Provisions with a total of 402 Compliance Measures)
- Under the terms of the Agreement, the Department must sustain compliance with each provision for a period of at least 18 consecutive months.



Los Angeles County Jails



Status of Compliance

Panel's Sixth Report

Filed on November 26, 2019

Rosas Provisions

Status	Administrative	Use of Force	Training	Force Reporting / Investigation	Grievances	Restraints	Early Warning System	Total
Compliant	9	5	9	3	22	3	3	54
Non-Compliant	0	9	1	8	1	1	0	20

Note- Not all 104 Rosas Provision were addressed by the Rosas Panel in the Sixth Report



Los Angeles County Jails



Update on Use of Force Training

Custody Force Training Statistics		
Training	Personnel Trained 2018	Personnel Trained 2019
Custody Division Force Policy	4324	2217
Custody Division Force Policy Refresher*	1230	3165
Ethics	5306	1425
Ethics Refresher*	1264	1625
Crisis Intervention and Conflict Resolution (DeVRT)	3234	1053
Crisis Intervention and Conflict Resolution (DeVRT) Refresher*	1213	1619
Use of Force Investigations for Supervisors Refresher*	407	177

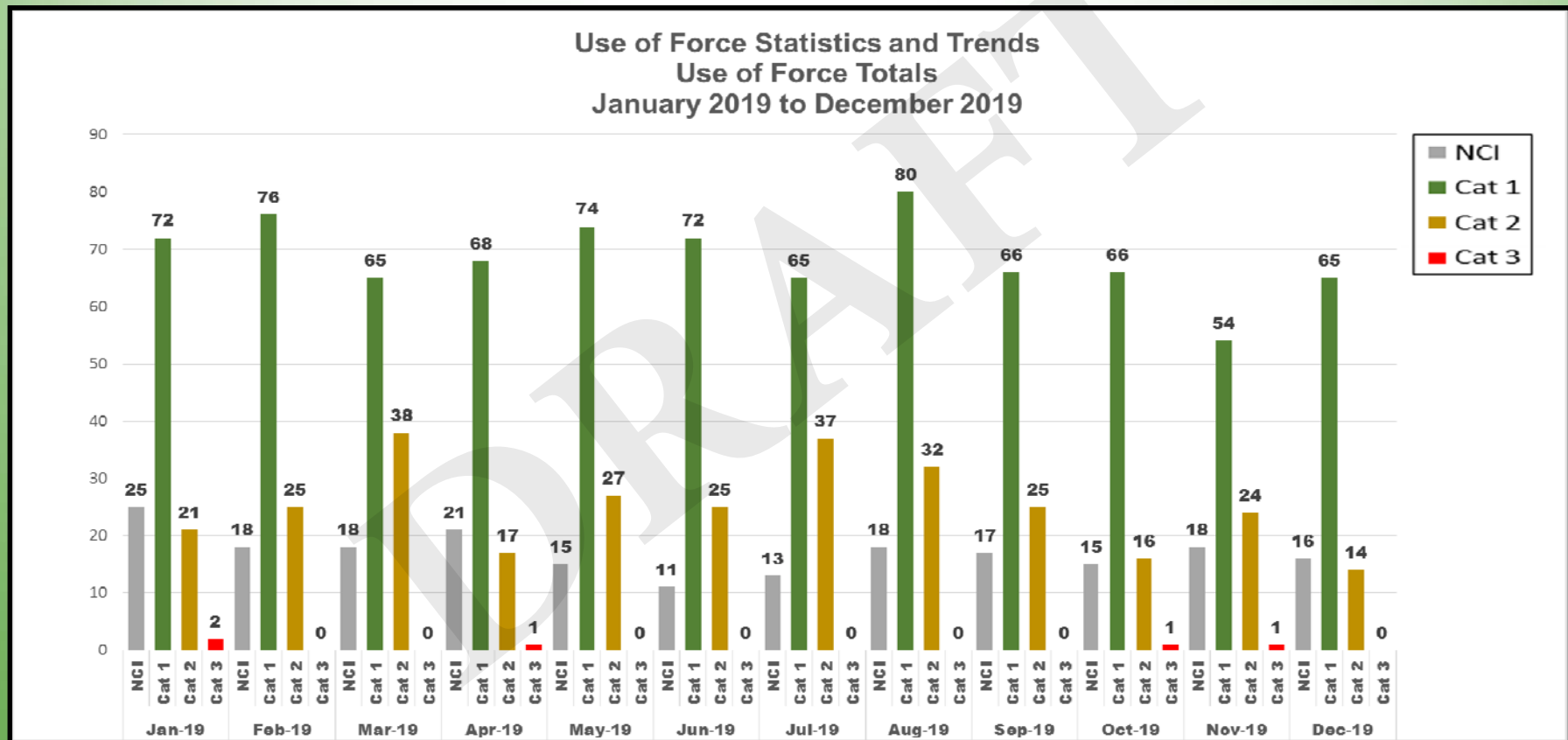
Data provided by the Custody Administration-Training and Standards Bureau; Current as of December 31, 2019. Division-wide totals.

*** Refresher training classes are on-going for deputies, custody assistants, and sergeants.**



Los Angeles County Jails

Downtown Jail Complex Use of Force Statistics



- 6-month data comparisons; January 2019 to June 2019 vs. July 2019 to December 2019

- NCI = 108 vs. 97 (-10%)
- Category 1 = 427 vs. 396 (-7%)
- Category 2 = 153 vs. 148 (-3%)
- Category 3 = 3 vs. 2 (-33%)

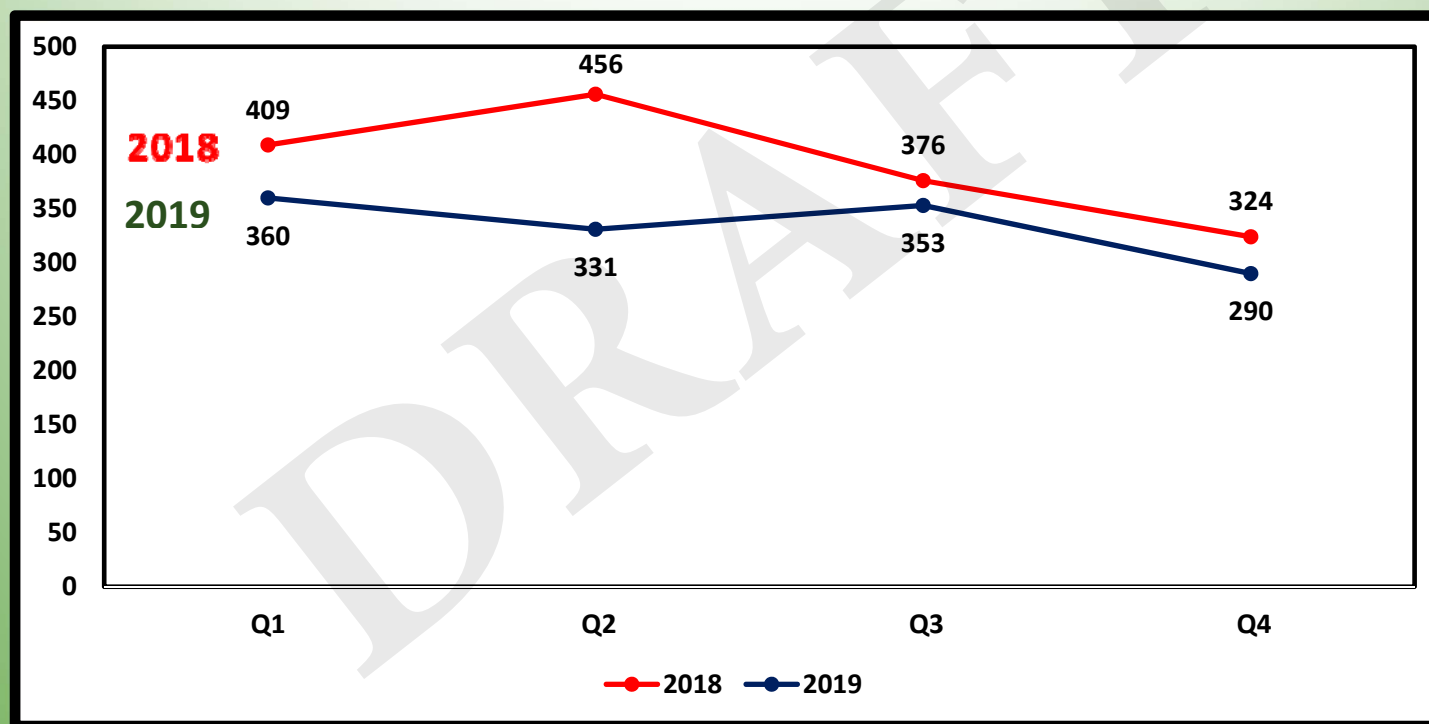
**Based on the eLOTS Monthly Force By Category report generated on January 10, 2020; Subject to change based on the investigation findings.*



Los Angeles County Jails



Downtown Jail Complex Overall Use of Force Statistics 2018 vs 2019



2018 Total UOF Incidents- 1565

2019 Total UOF Incidents- 1334 (-14%)



Los Angeles County Jails

Administrative Investigations Violations of the Use of Force Policy

April 1, 2019 - December 31, 2019

Initiated - 6	Closed - 9
1 Founded, 1 Inactivated, 4 Pending	6 Founded, 2 Unfounded, 1 Inactivated

Discipline imposed in the founded cases ranged from a written reprimand to a 10-Day Suspension.



Los Angeles County Jails



Inmate Grievances

Custody Division Grievances		
	2018	2019
General Grievances	21,724	21,811
Complaints Against Staff	1646	1,099
iPad Requests	3,500,000 +	4,552,252 +

33% decrease in Complaints Against Staff from 2018 to 2019

Data obtained from Division Inmate Grievance Coordinator's Office, Custody Support Services, January 21, 2020



Los Angeles County Jails



Custody Division Top 5 Grievances

2018			2019		
1. Medical Services	9,113	42%	1. Medical Services	8,735	40%
2. Mental Health	3,140	14%	2. Living Conditions	3,240	15%
3. Other	3,007	14%	3. Mental Health	2,748	13%
4. Living Conditions	1,882	9%	4. Other	1,689	8%
5. Staff Complaints	1,646	8%	5. Staff Complaints	1,099	5%

Percentages of total Division Grievances